

**TRAFERA** 

# #45-22: TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES

Prepared for: NCPA

11/17/2022

# Trafera, LLC

2550 University Ave. W Suite 315-S Saint Paul, MN 55114 **Ph.** 651-888-7922 **Fax** 651-888-7916

RIGHT TECHNOLOGY + RIGHT SUPPORT = BRIGHT FUTURE





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 @ Trafera.com
 2550 University Ave W Ste 315-S Saint Paul, MN 55114
 \$ (651) 888-7922

# Transmittal Letter

# <u>11/17/2022</u>

NCPA Attn: Bid Administrator P.O. Box 701273 Houston, TX 77270

# #45-22: Technology Solutions, Products and Services

To the Bid Administrator and to Whom It May Concern,

Please accept our proposal for your #45-22: Technology Solutions, Products and Services bid request. Trafera is one of the top national providers of innovative computing solutions.

When preparing our response, we strictly followed all of your instructions and requirements. We accept the contract terms in the RFP and request no exceptions. Additionally, our proposal will be open for consideration for one hundred twenty (120) days after the bid opening. Our percentage discount is off of the List Trafera Price on our Trafera Education Price List and will remain valid throughout the contract term. The Trafera Education Price List is updated at least once per quarter and can be found at <a href="https://www.trafera.com/pricelist/">https://www.trafera.com/pricelist/</a>. We have also attached our current pricelist behind Tab 7.

Trafera is dedicated to transforming learning experiences by making people our number one investment. Yes, we specialize in technology for K-12 schools, but our goal at Trafera goes beyond selling technology. We want to help schools nationwide achieve greater educational outcomes through fully supported and embraced technology solutions. In support of this goal, we've made it our mission to connect with our customers individually to develop a solution that addresses their biggest technology needs and concerns. By offering unparalleled pre-deployment services, superior warranties, comprehensive repair solutions, and specialized professional development programs. Trafera is ready to be a true technology partner long after your devices are delivered.



We hope to show you that our proposal will provide the very best technology solution for NCPA. Please let us know if we can answer any questions or provide more information.

Sincerely,

Nikki Levin Sr. VP of Operations, Trafera LLC



# TAB 1: MASTER AGREEMENT/ SIGNATURE FORMS



# TAB 1 MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

# **Customer Support**

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

# Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

# **Renewal of Contract**

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the vendor.

# **Funding Out Clause**

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

# Shipments (if applicable)

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

#### **Tax Exempt Status**

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

# **Payments**

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

# Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

# Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

# Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

# Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

# Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

# Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

# Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

# **Supplemental Agreements**

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

# **Certificates of Insurance**

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

# Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

# Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

# **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

# **Prevailing Wage**

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

# Termination

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

# **Open Records Policy**

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

# PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

# **Contract Administration**

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

# **Contract Term**

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms or any combination of time equally not more than 5 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

# **Contract Waiver**

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

# **Price Increases**

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

# **Products and Services Additions**

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

# **Competitive Range**

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

# **Deviations and Exceptions**

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

#### **Estimated Quantities**

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$400 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

#### **Evaluation**

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

#### **Formation of Contract**

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

# **NCPA Administrative Agreement**

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

# **Clarifications/Discussions**

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

# **Multiple Awards**

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

# **Past Performance**

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

# **EVALUATION CRITERIA**

# Pricing (40 points)

**Electronic Price Lists** 

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

# Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

# **References and Experience (20 points)**

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

# Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

# Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

# SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: 120 days

Trafera, LLC		
Company Name		
2550 University Ave W. Suite 315-S		
Address		
St. Paul	MN	55114
City	State	Zip
651-888-7922	651-888-7916	
Telephone Number	Fax Number	
contracts@trafera.com		
Email Address		
Jim Mattson	SVP of Sales	
Printed Name	Position	
O = M		
Junes popular		

Authorized Signature



# TAB 2: NCPA ADMINISTRATION AGREEMENT



This Administration Agreement is made as of \_\_\_\_\_ December 1, 2022 \_\_\_\_, by and between National Cooperative Purchasing Alliance ("NCPA") and \_\_\_\_\_\_ ("Vendor").

# Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated <u>December 1, 2022</u>, referenced as Contract Number <u>01-149</u>, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Technology Solutions, Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

# **General Terms and Conditions**

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, remarketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any employee of Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC, any employee of Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing
  materials and advertisement. Any use of NCPA name and logo or any form of publicity
  regarding this Administration Agreement or the Master Agreement by Contractor must
  have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

# Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

# Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name Zip Code		State	PO or Job #	Sale Amount	

Total

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

# ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance

Organization

Matthew Mackel Name

Director, Business Development Title

PO Box 701273 Address

Houston, TX 77270 Address

Signature

December 1, 2022

Date

Trafera, LLC

Vendor Name

Jim Mattson

Name

SVP of Sales

Title

2550 University Ave W. Suite 315-S Address

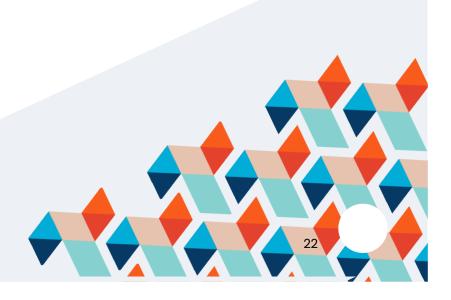
St. Paul, MN 55114 Address

Signature

11/16/2022 Date



# TAB 3: VENDOR QUESTIONNAIRE



# TAB 3 VENDOR QUESTIONAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

# **Locations Covered**

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

X All 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)					
Alabama IIIinois IMontana Rhode Is					
🗌 Alaska	🗌 Indiana	🗌 Nebraska	South Carolina		
🗌 Arizona	🗌 Iowa	🗌 Nevada	South Dakota		
Arkansas	🗌 Kansas	New Hampshire	Tennessee		
California	Massachusetts	New Jersey	🗌 Texas		
Colorado Dichigan		New Mexico	🗌 Utah		
Connecticut Minnesota		New York	Uermont		
Delaware Mississippi		North Carolina	🗌 Virginia		
□ D.C.	Missouri	North Dakota	U Washington		
Florida  Kentucky		🗌 Ohio	🗌 West Virginia		
Georgia Louisiana		Oklahoma	Wisconsin		
🗌 Hawaii	Maine	Oregon			
Idaho Maryland Pennsylvania					

All U.S. Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)				
American Somoa Northern Marina Island				
Federated States of Micrones	Puerto Rico			
Guam	U.S. Virgin Islands			
☐ Midway Islands				

All Canada Provinces and Territories (Selecting this box is equal to checking all boxes below)			
Alberta			
British Columbia			
🗌 Manitoba	Saskatchewan		
New Brunswick	Northwest Territories		
Newfoundland and Labrador	🗌 Nunavut		
🗌 Nova Scotia	Yukon		
Ontario			

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

Yes	Maybe	🔀 No
-----	-------	------

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

X	Yes	🗌 Maybe		No
---	-----	---------	--	----

#### Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified. Trafera is not a MWBE or HUB entity.

Minority/Women Business Enterprise Respondent Certifies that this firm a Minority / Women Business Enterprise Historically Underutilized Business Respondent Certifies that this firm is a Historically Underutilized Business

#### Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

─ N/A, we are a recognized small, MWEB c	or HUB organization
------------------------------------------	---------------------

X No, we do not have any programs in place.

Yes,	we	have	programs	in	place.
,			programo		p10.00.

# Residency

Responding Company's principal place of business is in the city of <u>St. Paul</u>, State of <u>Minnesota</u>.

# **Felony Conviction Notice**

Please Check Applicable Box (If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached):

A publicly held corporation; therefore, this reporting requirement is not applicable.

X Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

# **Distribution Channel**

Which best describes your company's position in the distribution channel:

Manufacturer Direct	Certified education/government reseller
Authorized Distributor	Manufacturer marketing through reseller
X Value-added reseller	Other:

# **Processing Contact Information**

Contact Person	Eric Ogden
Title	Regional Sales Director
Company	Trafera, LLC
Address	2550 University Ave W. Suite 315-S
City/State/Zip	St. Paul, MN 55114
Phone	651-888-7922
Email	<u>contracts@trafera.com</u>

# **Pricing Information**

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

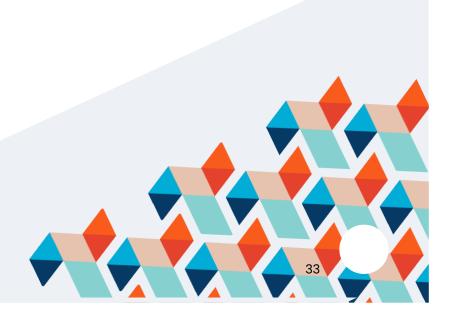


Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

X Yes 🗌 No



# TAB 4: VENDOR PROFILE





# Tab 4: Vendor Profile

Company's official registered name.

Trafera, LLC

# Brief history of your company, including the year it was established.

In January 2021, FireFly Computers (Est 2011) and Trinity3 Technology (Est 2014) united as Trafera to provide the educational technology market with the latest and greatest Chromebooks and classroom technology, and in early 2022, Louisiana-based IFP reseller and installer AXI Education Solutions (Est 2008) joined the Trafera family. With over 33 years of combined experience, we have become experts in offering customer-focused solutions that make rollouts and transitions a breeze.

We currently do business with over 3,400 school districts and organizations across all 50 US states. Trafera is a Google for Education Premier Partner and one of the top 3 vendors of Google Chrome products worldwide.

Trafera is dedicated to transforming learning experiences by making people our number one investment. Yes, we specialize in technology for K-12 schools, but our goal at Trafera goes beyond selling technology. We want to help schools nationwide achieve greater educational outcomes through fully supported and embraced technology solutions.

# Company's Dun & Bradstreet (D&B) number. Our D&B Number is 079401927.

# Company's organizational chart of those individuals that would be involved in the contract.

While we have many employees that are a part of the larger team that will make any purchases from the contract run smoothly, each NCPA customer will be assigned their own Trafera Account Manager that will act as a single point of contact for all inquiries for ease of use. Our operations, warehouse, warranty, and repair staff will also be involved in ensuring that NCPA orders get out to members in compliance; however, any customer inquiries will go directly through the member's assigned Trafera Account Manager. If awarded, we will give NCPA members who purchase from us the information for their sales representatives as needed. We have identified the management and implementation staff for the contract in the next question.

Additionally, we have attached a condensed organizational chart behind this section so that NCPA can see the general structure of our organization.



# Corporate office location.

o List the number of sales and services offices for states being bid in the solicitation. Trafera has five sales and services offices to serve all of our customers. Their locations are:

# **Corporate Office**

2550 University Ave W. Suite 315-S St. Paul, MN 55114

# Pre-Deployment Office & Warehouse

1271 Red Fox Road St. Paul, MN 55112

# Minnesota Repair Facility & Warehouse

650 Pelham Blvd. Suite 600 St. Paul, MN 55114

# **Oklahoma Repair Facility**

601 E. Davis Field Rd. Muskogee, OK 74403

# Louisiana Field Office & Installation Hub

600 Deer Cross Court E. Madisonville, LA 70447

# o List the names of key contacts at each with title, address, phone, and e-mail address.

We have designated the following main contacts that will be involved in the NCPA contract.

SALES MANAGER CONTACT	SALES MANAGER CONTACT	SALES MANAGER CONTACT
Ryan Lapadat	Matt Walvatne	Kelli Deranger
Northeast Regional Director	Western Regional Director	Southeast Regional Director
1271 Red Fox Rd.,	1271 Red Fox Rd.,	600 Deer Cross Ct E,
St. Paul, MN 55112	St. Paul, MN 55112	Madisonville, LA 70447
<u>ryan.lapadat@trafera.com</u>	matt.walvatne@trafera.com	<u>kelli.deranger@trafera.com</u>
651-400-1042	651-209-1095	985-773-0250
CONTRACT MANAGER CONTACT	CONTRACT EXEC. CONTACT	CONTRACT REPORT CONTACT
CONTRACT MANAGER CONTACT Amanda Wehland	CONTRACT EXEC. CONTACT Eric Ogden	CONTRACT REPORT CONTACT Erin Warkentin
Amanda Wehland	Eric Ogden	Erin Warkentin
<b>Amanda Wehland</b> Contracts Manager	<b>Eric Ogden</b> Director of Field Marketing &	<b>Erin Warkentin</b> Contract Reporting
<b>Amanda Wehland</b> Contracts Manager 1271 Red Fox Rd.,	<b>Eric Ogden</b> Director of Field Marketing & Contracts	<b>Erin Warkentin</b> Contract Reporting Specialist
<b>Amanda Wehland</b> Contracts Manager 1271 Red Fox Rd., St. Paul, MN 55112	<b>Eric Ogden</b> Director of Field Marketing & Contracts Fully Remote	<b>Erin Warkentin</b> Contract Reporting Specialist Fully Remote

# Define your standard terms of payment.

Our standard payment terms are Net 30 for customers, pending a credit application submission.



# Who is your competition in the marketplace?

Our primary competitors include large technology resellers like SHI and CDW. Other competitors include similarly-sized companies like Bluum. We've managed to set ourselves apart from our competition however; we've developed several programs that set Trafera apart in the K-12 technology space. More information about these programs can be found in the questions below, and in later sections of our proposal packet.

#### What differentiates your company from competitors?

As stated above, we've managed to set ourselves apart from our competition in the K-12 technology space. Trafera offers superior in-house warranties that offer incredible coverage above and beyond what our competition and OEMs can provide. These warranties include unlimited claims, battery coverage, self-maintainer status, theft/loss protection, and other features that truly encompass all common warranty concerns for schools at a price point that others can't match. Additionally, Trafera has developed customizable pre-deployment options, professional development programs, installation services, and training materials. We have included more information about some of these programs later in our proposal packet.

All-in-all one of Trafera's biggest perks is our team. Our staff offers our customers the personalized attention and fast and thorough support that they can't get when they purchase from large warehouse retailers; all without sacrificing the quality of the equipment and brands that they want at similar or lower prices than our competition.

#### Describe how your company will market this contract if awarded.

Trafera is a trusted, one-stop partner for successfully deploying 1-to-1 computers in education. We know that today's tech directors are under incredible pressure to deliver modern, cost-effective, and forward-thinking solutions to their end-users, while at the same



time maintaining current technology, solving support issues, managing their budget, and handling a host of other daily responsibilities. Our unique solutions help make Tech Directors' lives easier. We provide expert knowledge and services spanning the entire device life cycle.

At Trafera, we have a single target audience at each school: The Technology Director or Technology Coordinator. Secondary targets include Superintendents, Board Members, Principals, and Purchasing Agents. Because of this, we get much more benefit from a personal phone call or targeted email than we do from web-based banner ads or social media campaigns. Unlike product manufacturers who seek broad market visibility and name recognition, we know exactly where our target audience is and how to reach them. The challenge, and our marketing goal, is to provide Technology Directors with a compelling message that meets their needs and grabs their attention above all the other "noise." We could employ the following marketing strategies to promote the contract if awarded.

- Conference exhibits/Trade Shows
- Email campaigns
- Digital/Social Media Marketing
- Webinars
- Sales calls
- Custom web page with contract information

Our strategy for achieving this goal has many parts, but it centers around our genuine desire to be the most helpful, easiest to work with, and most customer-focused technology vendor in education. We've reimagined what a vendor partner can do to improve the technology buying experience. Our competitive array of products and services set us apart in the marketplace and our dedication to providing superior customer service keeps our customers coming back for future purchases.

NCPA is already our most used contract, but with approval from NCPA, we will work to develop ongoing marketing campaigns to draw more business to the contract.

# Describe how you intend to introduce NCPA to your company.

Trafera has been awarded on the NCPA Technology Solutions contract since 2015 through our legacy company, FireFly Computers. Because of this, we are already extremely familiar with NCPA and with the Technology Solutions contract we are applying for. However, we will inform our sales, operations, and marketing teams of any award that comes as a result of this solicitation so that they can update their customers accordingly. Additionally, we will update our current training materials and company-facing sales guides to reflect any changes that were made as a result of this new contract.



# Describe your firm's capabilities and functionality of your on-line catalog/ordering website.

While we do have an online store that our customers are welcome to use, we are still working on implementing an intuitive punch-out system. For contract sales, we prefer to deal with NCPA members directly. Not only does it put us in a position to provide the best and most personalized customer service, but for the member, it gives us the opportunity to give them the best possible price for their purchase. We have historically handled the NCPA contract in this way and we feel that selling in this way is the best way for us to continue to make it our most-used contract.

# Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Our Trafera Account Managers, Customer Service, and Technical Support agents can be reached by phone or email Monday-Friday between 8:00 am-5:00 pm CST. We have 5 locations/service centers to handle our business. Additionally, some of our sales representatives have adjusted their hours to be available for their customers in different time zones. This means your Account Managers will sometimes be available outside our standard operating hours.

# Green Initiatives (if applicable)

o As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

At Trafera, we don't have an official policy for green initiatives; however, we are committed to employing responsible environmental practices where possible to minimize our environmental impact. One such example that we have implemented is our Trafera Green Pack service. With this green shipping option, devices can be shipped to the destination in large "Gaylord-style" shipping boxes with cardboard or slotted foam dividers. These boxes accommodate approximately 240 devices. Trafera Green Pack saves time and reduces the number of technical staff required to unbox and distribute large technology orders. Trafera then compresses and bundles the original packaging, and leftover boxes into reusable cardboard bales and disposes of the materials with a local cardboard recycler. We also partner with manufacturers whose products comply with federal environmental industry standards.



# Anti-Discrimination Policy (if applicable) o Describe your organization's anti-discrimination policy.

Trafera has several policies in place that are outlined in our employee handbook that protect our employees against discrimination on the basis of race, disability, religion, gender, and more. We have included these sections below.

# **1.3 Affirmative Action**

As part of the company's equal employment opportunity policy, Trafera will also take affirmative action as called for by applicable laws and Executive Orders to ensure that minority group individuals, females, disabled veterans, recently separated veterans, other protected veterans, Armed Forces service medal veterans, and qualified disabled persons are introduced into our workforce and considered for promotional opportunities. Employees and applicants shall not be subjected to harassment, intimidation, or any type of retaliation because they have (1) filed a complaint; (2) assisted or participated in an investigation, compliance review, hearing or any other activity related to the administration of any federal, state or local law requiring equal employment opportunity; (3) opposed any act or practice made unlawful by any federal, state or local law requiring equal opportunity; or (4) exercised any other legal right protected by federal, state or local law requiring equal opportunity. The abovementioned policies shall be periodically brought to the attention of supervisors and shall be appropriately administered. It is the responsibility of each supervisor of the company to ensure affirmative implementation of these policies to avoid any discrimination in employment. All employees are expected to recognize these policies and cooperate with their implementation. Violation of these policies is a disciplinary offense.

# 1.4 Americans with Disabilities Act and the ADA Amendments Act

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and that when needed provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position. It is the policy of Trafera to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is our company policy not to discriminate against qualified individuals with disabilities in regards to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment. The company will reasonably accommodate qualified individuals with a disability so that



they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to Trafera. Contact the Human Resource department with any questions or requests for accommodations.

# **1.5 Religious Accommodation**

Trafera will reasonably accommodate the religious beliefs, observances, and practices of its employees which conflict with employment requirements. Employees must direct requests for reasonable accommodation to the human resources department. The Company will provide reasonable accommodation if it can do so without undue hardship on our operations.

# 5.2 Harassment & Offensive Behavior Retaliation/Discrimination

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of Trafera's Harassment policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. If a party to a complaint does not agree with its resolution, that party may appeal to Trafera's President or Human Resources. False and malicious complaints of harassment, discrimination, or retaliation may be the subject of appropriate disciplinary action.

# Vendor Certifications (if applicable)

o Provide a copy of all current licenses, registrations, and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Attached to this section, we have provided the following documents:

- Line Card
- Lenovo Authorization Letter
- HP Amplify Partner Certificate
- Dell Authorization Letter
- ASUS Authorization Letter



These are the main manufacturers of the most popular items we sell. Due to the number of manufacturers and distribution centers that we partner with, we have chosen to keep this section concise. If you see a manufacturer on our line card or on our price list whom you would like to see an authorization letter for, we can provide it upon request.

We have also attached our home state's (Delaware) certificate of good standing. We are authorized to sell products in all 50 U.S. States and we can provide Foreign LLC registrations, or other credentials by state upon request to NCPA or its membership.

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I anovo com

1000 Think Place Morrisville, NC 27560



February 14, 2022

To whom it may concern,

This letter is to certify that Trafera, LLC. is a Platinum Lenovo Authorized Reseller for all Lenovo branded products.

The Trafera LLC. SAP BPID is: 1213561847 & 1213995581

If you have any questions please do not hesitate to contact me at: 214-850-5239

Sincerely,

Teel Dunlap Director Central Region Channels Lenovo (United States) Inc.

# 

# HP Amplify Membership Certificate

Effective November 1, 2022 to October 31, 2023.

Company L gal Name: Trafera LLC (3-TDGD2V) Company DBA Name Trafera is a member of the HP Amplify Partner Program with the following designation(s):

Kolai Elbar

Kobi Elbaz SVP & G eral Manager, Global Channel Organizatio

Staphanie Diamore

Stephanie Dismore Managing Director North America





August 16, 2021

Trafera Holdings, LLC 2550 UNIVERSITY AVE W STE 315S SAINT PAUL, Minnesota 55114 US RE: Dell Technologies Partner Program - Authorized Reseller Reseller: Trafera Holdings, LLC

This letter confirms that as of the date written above, Reseller identified above is currently is currently an authorized reseller participating in the Dell Technologies Partner Program. This relationship authorizes Reseller to resell Dell and Dell EMC products and services to commercial end-users <sup>1</sup> in accordance with the Reseller Terms of Sale at <u>www.dell.com/resellerterms</u> or the EMC Channel Partner Reseller Agreement as applicable, and the Dell Technologies Partner Program.

Warm regards,

wel

Gregg Ambulos Senior Vice President North America Channel Sales

<sup>&</sup>lt;sup>1</sup> This letter is not an authorization to resell Dell or Dell EMC products to Federal end-users or to end-users prohibited by the Dell Technologies Partner Program Agreement, the Dell Technologies Reseller Terms of Sale, Partner's existing EMC Channel Partner Reseller Agreement, or any reseller terms applicable to products from a Dell Technologies Strategically Aligned Business. Federal end-user means the United States Government or other entities as authorized in GSA Order ADM 4800.2 as amended or utilizing Dell IT assets in support of USG contracts and/or for internal use as a normal course of business.



48720 Kato Road Fremont, CA. 94538 • Tel: 510-739-3777 • Fax: 510-608-4555 • http://www.asus.com

July 1st, 2022

Jill Poeschl Trafera Contract Specialist 2550 University Ave W, Suite 315-S, St. Paul, MN 55114

RE: ASUS Authorization – Client Devices

To Jill Poersch:

ASUS Computer International ("ACI") acknowledges that Trafera, doing business 2550 University Ave W, Suite 315-S, St. Paul, MN 55114 is an authorized Reseller of ASUS Products. Accordingly, Trafera is authorized to submit offers on ASUS System Business Group ("SBG") products for device proposals.

For the purpose of this authorization, approved ASUS Products for resale are limited to ASUS Notebooks, Chromebooks, Tablets, Desktop Computers, Warranties, and associated Accessories.

For any question relating to this letter, please contact me directly at (510) 565-8640.

Sincerely,

J. C. ML

Jerry Walker Director of Sales System Business Group ASUS Computer International



The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "TRAFERA, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SECOND DAY OF AUGUST, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



Jeffrey W. Bullock, Secretary of State

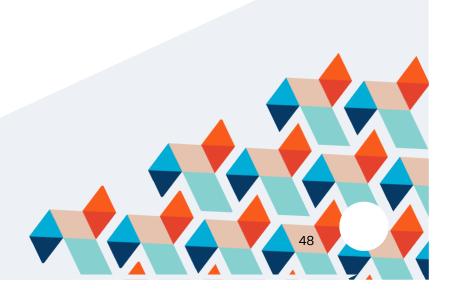
Authentication: 204062032 Date: 08-02-22

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SR# 20223150238 You may verify this certificate online at corp.delaware.gov/authver.shtml Page 1



# TAB 5: PRODUCTS & SERVICES/SCOPE





# Tab 5: Products and Services

Warranty Proposal should address the following warranty information:

# - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.

All the products we sell will come standard with the manufacturer's limited warranty. The standard warranty length on most of the products that we sell is between 1 year and three years for computing devices and 5-10 years for charging cabinets and interactive boards. Due to the wide array of products we sell, NCPA members can request the standard warranty information from their Trafera Account Manager at the time an order is placed.

Trafera is an Authorized Services Provider for Lenovo, HP, Dell, Acer, and ASUS, which allows us to be a one-stop shop for any warranty or repair services needed throughout the life of the devices we sell. We make submitting warranty claims easy, just contact Trafera by toll-free phone (855-862-5120), email (<u>support@trafera.com</u>), or web (<u>https://www.trafera.com/get-support/</u>).

We further simplify and streamline your warranty process through our free Trafera RMA program. With the delivery of your order, we'll include several RMA boxes, and whenever a device needs repair, just record the serial number, insert it into the protective packaging provided, and when you have anywhere from 5-12 devices ready to go, simply contact us for a pre-paid UPS shipping label. Additional RMA boxes will be replenished as needed throughout the length of the warranty term. This program is solely for convenience and does not interfere with members' rights to send individual devices for repair under the standard warranty terms. Our standard turnaround time for device repair is 2 weeks; although we do offer additional programs (spare devices, onsite parts closets, etc.) for select products that can eliminate repair downtime completely.

### - Availability of replacement parts

Our repair team keeps a healthy stock of Chromebook parts and a moderate stock of Windows parts to ensure that repairs can be completed as quickly as possible. Additionally, for customers who have a Trafera Warranty, we have developed a unique portal that warranty customers can use to request repair, track repair status, and order additional replacement parts.



### - Life expectancy of equipment under normal use

We sell a lot of different equipment all with various degrees of life expectancy. Additionally, school settings can often be quite rough on this tech, with heavy use and aggressive handling. That said, a lot of the products we sell are made to stand the test of time in these settings. We have provided a general idea of the lifespans of our major sales categories for physical products.

Category	Average Life Expectancy
Chromebooks	5-8 Years
Laptops	3-5 Years
Desktops	3-8 Years
Interactive Flat Panels	10 Years
Charging Solutions	5-10 Years
Keyboards & Mice	4-6 Years
Cases	3-5 Years
Headsets	5-10 Years

Different manufacturers, models, and products may vary these lifespans. If members are concerned about the longevity of a specific product, please make sure they discuss their needs fully with their sales representative when they are putting together their deployment plan.

### - Detailed information as to proposed return policy on all equipment

Returns of products that were ordered by mistake or that are no longer wanted are handled on a case-by-case basis. Many technology items cannot be sold as new once they are opened, therefore we reserve the right to consider any sale final or to add a 15% restocking fee or higher to help cover our losses from having to re-sell the item as used. If an item arrives with exterior shipping damage or is received DOA, this will fall under our DOA/Damaged Policy.

## DOA/Damaged Policy

At Trafera, our goal is always to make things easy for our customers. If a product is received dead on arrival, defective on arrival, and/or damaged on arrival (DOA), we work with our manufacturers on your behalf to provide a resolution as fast and painlessly as possible. As long as the issue is reported within the timeframe set by the manufacturer, this often includes advance shipment of a replacement device with free FOB shipping included. Please refer to our website <a href="https://www.trafera.com/doas-shipping-damage/">https://www.trafera.com/doas-shipping-damage/</a> for details.



Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

## Products

The following is a list of suggested (but not limited to) Technology Solutions, Products and Services categories. List all categories along with the manufacturer that you are responding with.

### Products

FIUUUCIS		
<u>Laptops / Notebooks / 2-in-1s</u>	<u>Tablets</u>	
Lenovo, HP, Dell, Acer, ASUS	Lenovo, HP, Dell, Acer, ASUS, Samsung	
Desktop Computers	Workstations - Fixed and Mobile	
Lenovo, HP, Dell, Acer, ASUS	Lenovo, HP, Dell, Acer, ASUS	
Chromebooks - Education and Enterprise	Servers – High-Performance Computing	
Lenovo, HP, Dell, Acer, ASUS, Samsung	Lenovo, Dell, HP, NComputing	
Data Storage / Drives	Converged Infrastructure	
No Bid	No Bid	
Hyper-Converged Infrastructure	Cloud Products	
No Bid	No Bid	
Software	Security Solutions	
Google, Microsoft, Newline, GoGuardian,	No Bid	
Securly, Lenovo, Blocksi, Linewize, Lu		
Interactive, Promethean		
Data Protection (Hardware & Software)	Networking	
No Bid	No Bid	
Internet of Things (IoT)	Sensors & Edge Devices	
No Bid	No Bid	
Printers & Accessories	Digital Imaging-Cameras/Scanners	
HP, Lexmark	AVer, Logitech, HP, Lexmark, Newline	



Keyboard/Mice/Input Devices	Memory/System Components
Logitech, HP, Microsoft, Lenovo	HP, Lenovo, Dell, Acer
<u>Displays/Large Format Displays/Interactive</u> <u>Flat Panels</u> HP, Lenovo, Dell, ASUS, LG, Newline, Promethean, Lu, ViewSonic, ClearTouch	<u>Spare Parts</u> HP, Lenovo, Dell, Acer
<u>Accessories/Cables</u> Newline, Promethean, HP, Lenovo, Dell, Acer, Eyesafe, Logitech, Microsoft, Ncomputing	BatterBackupup/Power/Surge Protectors No Bid
<u>Sound/Multimedia</u> Cyber Acoustics, ThinkWrite, Logitech, HP, Lenovo, Lu	Telecommunications Products No Bid
<u>Video- Monitors/Cards/Projector</u> No Bid	Interactive Whiteboards No Bid
Commercial-Off-the-Shelf (COTS) Software No Bid	<u>Software-as-a-Service (SaaS)</u> No Bid
Infrastructure-as-a-Service (IaaS) No Bid	<u>Platform-as-a-Service (PaaS)</u> No Bid
<u>Software Licensing and Maintenance</u> <u>Agreements</u> No Bid	<u>Subscription Based Software Licenses</u> No Bid
<u>Software Related Services</u> No Bid	

# Services

Deployment & Installation	Professional Services
Trafera, various subcontractors	Trafera



Consulting Services	Security Services
Trafera	No Bid
Business Continuity/Business Resiliency	Disaster Recovery
No Bid	No Bid
VMWare Professional Services	Microsoft Professional Services
No Bid	No Bid
AWS Product and Services	Application Services-End User
No Bid	No Bid
Application Services-Data Center	Residencies
No Bid	No Bid
Managed Services-End User	Managed Services-Data Center
No Bid	No Bid
Education & Training	<u>Telecommunications</u>
Trafera	No Bid
Product Configurations	Product Support
Trafera, HP, Lenovo, Dell, Promethean, Newline	Trafera, HP, Lenovo, Dell, Promethean, Newline
Warranty	Asset Lifecycle Management
Trafera, HP, Lenovo, Dell, Acer, ASUS,	No Bid
Promethean, Newline, Ncomputing	
Asset Recovery	
No Bid	

# Financial Services Offerings:

Infrastructure-as-a-Service (IaaS)	Leasing for Public and Private/Commercial
No Bid	Entities with Schedules included for:
	-FMV Lease: Trafera/Vantage Financial
	-Purchase Option Lease: Trafera/Vantage
	Financial



	-Tax Exempt Lease: Trafera/Vantage Financial -Flex Lease, PC AAS, Software Schedule: No Bid
<u>Deferred Payments</u> No Bid	<u>Payment Agreements</u> Trafera
<u>Usage Agreements</u> Trafera	

### Construction

# Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Trafera is not a construction company, but we agree that if we perform any onsite services for our customers that we will perform said services in a good and workmanlike manner and in accordance with industry standards for the service provided as requested.



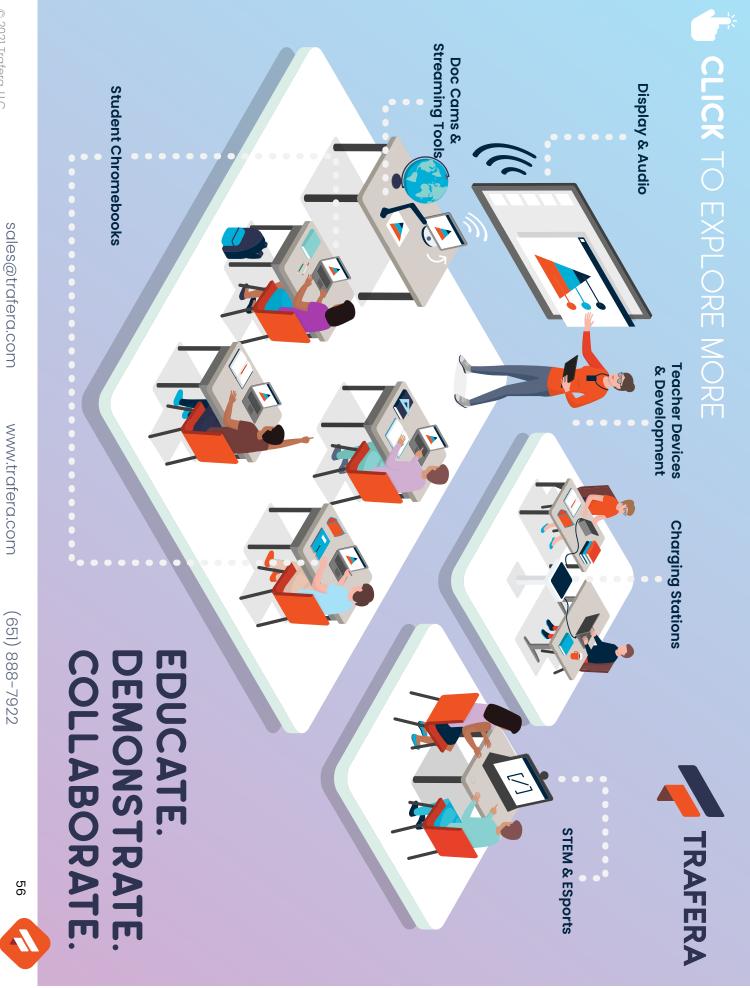
# TOMORROW'S CLASSROOMS FOR TODAY'S LEARNERS.

Explore the possibilities of your new learning environment when you partner with Trafera.



ENTER THE CLASSROOM >>>





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# STUDENT DEVICES

them for their ease-of-use for students, simple Find the device that's right for your students. fleet management, and budget-friendly price tag. education today! That's because schools love Over 40 Million Chromebooks are used in



Lenovo Chromebooks Feat. Lenovo 100e

Chromebook



**HP Chromebooks** Feat. HP Chromebook 11A EE G8 (AMD)



Feat. HP ProBook 440 G7 Windows PCs







JI Civi

Lenovo

sales@trafera.com

© 2021 Trafera, LLC.

www.trafera.com

(651) 888-7922



# & DEVELOPMENT **TEACHER DEVICES**

they can build amazing learning experiences. classroom. With the right tech and development, Equip your teachers with powerful tools and training to make them the masters of the modern





Windows Desktops ThinkCentre M70 Feat. Lenovo

Feat. Lenovo ThinkPad L14



Feat. TRAILS by Trafera Lesson Plans Grab-N-Go



Professional

Development Feat. Eduscape



eduscape X

Lenovo



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sales@trafera.com

www.trafera.com

(651) 888-7922



classrooms into the future of learning coding, STEM equiptment can launch your engineering, and math! From eSports, to VR, to Fill your classrooms with tools and toys designed to help students engage in science, technology,





Feat. Lenovo Legion Gaming\*\*\* ESports System

**Huddle Space Boards** 

Feat. Newline FLEX



**STEM Gadgets** Feat. Photon



by Trafera

Lenovo newline

**Ö** Photon

littleBits

# Solution Solution





sales@trafera.com

www.trafera.com

(651) 888-7922



# DISPLAY & AUDIO

matter the size of the classroom. classroom audio systems help teachers project displays and crystal clear sound. IFPs and For large group instruction, teach big with vibrant lessons further and reach every student, no



Feat. Newline TruTouch 75 **IFPs & Displays** 



Speaker Systems Feat. Redcat Access



Feat. Redcat Access Mic **Teacher Mics** 



Feat. Pear Deck

**Presentation Software** 



newline

logitech

sales@trafera.com

www.trafera.com

(651) 888-7922

60

Clear Touch



# STREAMING TOOLS DOC CAMS &

classroom anymore. Connect with students any time, any where with cameras and streaming tools designed with virtual teaching in mind. Learning isn't confines to the walls of the



Feat. AVerVision M5

**Document** Camera



**Tracking Cameras** Feat. AVerVision TR310 Tracking Camera



Video Conferencing

Feat. GoGuardian Teacher









sales@trafera.com

www.trafera.com

(651) 888-7922

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**Charging Cabinets** Feat. LocknCharge



Putnam 18-C

lockncharge<sup>®</sup>

Aver

62



Feat. LocknCharge Smart Lockers







FUYL Tower





**UV** Sanitation Carts



Feat. AVer X18iS



# CHARGING SOLUTIONS



# Including Accidental Damage Protection WARRANTIES **TRAFERA LIMITED**

to the actual repairs-are handled by Trafera's in-house staff at our Minnesota technical contact for any and all repairs. All logistics and logistic costs-from shipping/receiving Gold, and Platinum Warranties directly to our customers, giving you a single point of Streamline your warranty process with a Trafera Warranty. We proudly offer our Silver, facilities. Maintaining your devices truly couldn't be simpler.

Compare Warranties	(Similar to OEM warranty)	TRAFERA GOLD (Trafera default warranty)	TRAFERA PLATINUM (Premium coverage)
DEDUCTIBLE	\$0	\$0	\$0
HARDWARE FAIL	<	<	<
ACCIDENTAL DAMAGE PROTECTION		<	<
PER DEVICE LIMIT OF ADP		_	Unlimited
SPARE PARTS ON-SITE			<
THEFT/LOSS***			٢
SHIPPING	We pay return shipping	We pay shipping both ways	We pay shipping both ways
BATTERY	1 Year OEM	1 Year OEM	l Year Laptop 3. Year New Chromebook (1 Replacement each)
AC ADAPTER	N/A	Mfg defect + 1 ADP incident**	Mfg defect + 1 ADP incident**
STYLUS/EMR PEN/APPLE PENCIL	Mfg defect	Mfg defect + 1 ADP incident*	Mfg defect + 1 ADP incident*
* Tafera warranties exclude replacement of lost or stolen stylus/EMR pen/Apple pencil. Trafera will replace a manufacturer's defective unit or damage event for	ost or stolen stylus/EMR pen/Apple penc	cil. Trafera will replace a manufacturer	s defective unit or damage event for

the lifetime of the warranty period with the pre-exchange of the damaged unit (damage incident clause applies to Gold and/or Platinum warranty only)

the warranty period with the pre-exchange of the damaged unit (damage incident clause applies to Gold and/or Platinum warranty only). \*\* Trafera warranties exclude replacement of lost or stolen AC Adapters. Trafera will replace a manufacturer's defective unit or damage event for the lifetime of

police report is required and must be submitted to Trafera with the claim. Further, in instances of theft/loss, the end customer is required to set the device to "disable" (lock the device) in the Google Admin Platinum warranty only). Trafera excludes replacement of lost or stolen stylus/EMR pen/Apple pencil or AC Adapters. For units reported due to theft, a copy of a \*\*\* Coverage for theft/loss is limited to up to two percent (2%) of the total units purchased at one time or under warranty agreement (theft/loss clause applies to





# Trafera Silver Warranty 1-4 Year Warranty

 We Pay Return Shipping Hardware Fail Covered \$0.00 Deductible



# Trafera Gold Warranty 1-4 Year Warranty

 \$0.00 Deductible Available on Select Chromebooks Hardware Fail Covered Includes Accidental Damage & Laptops Protection (ADP)

We Pay to Ship Both Ways

Stylus/EMR Pen/Apple Pencil\*



# **Platinum Warranty** 1-4 Year Warranty Tratera

 Includes Accidental Damage Protection (ADP)

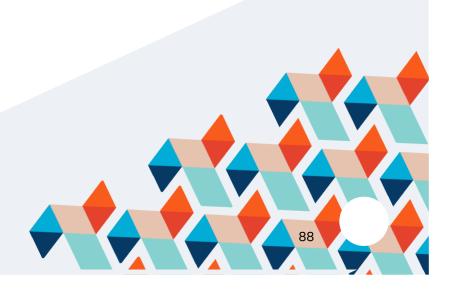
- Available on Select Chromebooks & Laptops
- \$0.00 Deductible
- Hardware Fail Covered
- Theft / Loss\*\*\*
- Spare Parts On-site
- We Pay to Ship Both Ways
- Extended Battery Coverage
- Stylus/EMR Pen/Apple Pencil\*



VIEW FULL WARRANTY STATEMENT >>>



# TAB 8: VALUE-ADDED PRODUCTS & SERVICES





# Tab 8: Value-Added Products and Services

### Trafera Warranty Options

Trafera has pioneered innovative repair services that allow us to offer our warranties directly to our customers, removing the hassle of jumping through the channels of other 3<sup>rd</sup> parties or OEM contacts. This means Trafera is responsible for all aspects of the warranty process. Providing the most comprehensive premium coverage in the market, our Trafera Warranties include:

Compare Warranties	(Similar to OEM warranty)	(Trafera Gold (Trafera default warranty)	(Premium coverage)
DEDUCTABLE	\$0	\$0	\$0
HARDWARE FAIL	~	~	~
SEND PARTS FOR REPAIR	~	~	~
ADVANCE EXCHANGE		~	~
ACCIDENTAL DAMAGE PROTECTION		~	~
SPARE PARTS ON-SITE			~
THEFT/LOSS			~
PER DEVICE LIMIT ON ADP	N/A	1	Unlimited
SHIPPING	We pay return shipping	We pay shipping both ways	We pay shipping both ways
BATTERY	1 Year	1 Year	l Year Laptop/3 Year New Chromebook (1 replacement each)
STYLUS/EMR PEN/APPLE PENCIL	N/A	1 per device*	1 per device*

As an Authorized Services Provider for all the major computer OEMs we sell, Trafera can handle all your repairs in-house throughout the life of your devices. We make submitting warranty claims easy, just contact Trafera by toll-free phone (855-862-5120), email (<u>support@trafera.com</u>), or web (<u>https://www.trafera.com/get-support/</u>).

### Free Chromebook Technical Assistance from Trafera Engineers

At Trafera, our teams are unparalleled experts in deploying 1-to-1 Chromebooks in education. If awarded, our technical support and operations teams will be available to you by phone or email at no additional charge to answer unlimited questions about how to configure your Google Chrome Education Upgrade or tackle any troublesome issues that arise.



### Premium Customizable White Glove Setup for Chromebooks

Our Google® Certified support team has set up and configured Chrome Management settings for hundreds of thousands of Chromebooks, from large deployments of 10,000+ all the way down to small deployments of just a few dozen devices. We will work with you to go beyond the basic white glove enrollment most vendors offer, and we'll pre-configure your Chromebooks <u>exactly</u> the way you want them. We can pre-assign Chromebooks to specific OUs (organizational units), apply customized desktop backgrounds, and even sort your shipments into separate groups according to OU, grade level, or school destination. Sometimes this means sorting devices onto separate pallets, but it can also be as simple as us putting a colored sticker on the outside of each box or bulk-shipped device bag that identifies its OU, building, or room designation. No other vendor goes as far as we do to provide the customization and expertise perfect for your unique District's needs. Our typical "White Glove" setup includes:

- Pre-enrolling devices in the District's G Suite (Google Apps) Domain
- Preconfiguring Wi-Fi settings for all devices, if purchased
- Updating Chrome OS to the latest stable public release
- Applying District-specific settings and customizations to each device, if desired
- Assigning subsets of devices to specific Organizational Units (OUs), if desired
- Testing devices to replace defective and DOA units before shipping
- Attaching asset tags to District specifications, if purchased
- Charging the device fully and powering it down after enrollment
- Etching district logo on devices, if purchased

## Trafera Custom System Imaging for Windows Devices

One of the main challenges of deploying Windows PCs is that each one must be individually configured and set up. For schools with hundreds of PCs, this can create a significant strain on technology staff. At Trafera, we offer Windows configuration and system imaging with every new or recertified PC. With this program, we initially send the district a single device that they configure and set up exactly the way they want. They then return the hard drive to us, and we use it to create a district system image that we pre-install on every system you order from us. This eliminates the need to individually set up and configure every device, saving the district considerable time and resources.

### Trafera Green Pack

As a "green " waste-reducing option, we offer our Trafera Green Pack. With this green shipping option, devices will be shipped to the destination in large "Gaylord-style" shipping boxes with cardboard or slotted foam dividers. These boxes accommodate approximately 240 devices. Trafera Green Pack saves time and reduces the number of technical staff required to unbox and distribute large technology orders. Trafera compresses and bundles the original



packaging, and leftover boxes into reusable cardboard bales and disposes of the materials with a local cardboard recycler.

### Professional Learning

At Trafera, we believe technology can only improve learning experiences when we make people our number one investment. Providing future-ready education requires more than just access to powerful technology tools. Educators need to be equally empowered with the skills they need to create an instructional shift using these tools. We measure our success not based on how many devices we sell to schools, but by how those devices are being used to enrich and transform student learning. That's why we offer world-class professional learning opportunities provided by talented educators with decades of experience. While we do have some standard offerings, such as ISTE Certification, Google Certification, and training focused on STEM and Computer Science; what makes our professional learning services special is they are always tailored to fit your academic goals.

### Trafera TRAILS

TRAILS (Technology, Resources, Activities, and Investigative Lessons for Schools) is a powerful library of lessons and professional learning experiences that empower teachers to transform their instruction by broadening their technology fluency. TRAILS comes in two variations: TRAIL Guides and TRAIL Mix. TRAIL Guides are thorough, rigorous courses that follow the research-based 5E Model of Instruction. They are organized into five thematic lesson units that cover multiple weeks of instruction. These lessons are tightly aligned to Next Generation Science and ISTE Standards. TRAIL Guides follow Universal Design for Learning guidelines to ensure these lessons accommodate every learner. Looking for something a little smaller? Check out TRAIL Mix! This variation offers power-packed activities, is perfect for virtual delivery, and is designed to be taught in under 45 minutes. Every TRAIL Mix activity has fun interdisciplinary components too. When you purchase devices with Trafera, you'll have access to TRAILS, all at no charge. To create an account, visit https://www.trafera.com/trafera-trails/.

### **Resources for Success**

Trafera brings you more than just products and services, we go beyond using technology hardware to drive student achievement. When you become part of our Trafera community, you're adopted into a full ecosystem of resources, guides, expert advice, insider information, social interactions, webinars, and more. The indispensable tools we bring you can help you create a technology environment where all students are connected, all staff and teachers are equipped, and every need is supported. To stay up to date on the latest resources Trafera has to offer, check out <a href="https://www.trafera.com/shows-events/">https://www.trafera.com/shows-events/</a> and follow us on your social platform of choice.

Web: <u>https://www.trafera.com</u> LinkedIn: <u>https://www.linkedin.com/company/traferaofficial/</u>



YouTube: Search <u>Trafera</u> Facebook: <u>https://www.facebook.com/TraferaOfficial/</u> Twitter: <u>https://twitter.com/TraferaOfficial</u>



# Trafera Limited Warranties Including Accidental Damage Protection

Streamline your warranty process with a Trafera Warranty. We proudly offer our Silver, Gold, and Platinum Warranties directly to our customers, giving you **a single point of contact for any and all repairs**. All logistics and logistic costs–from shipping/receiving to the actual repairs–are handled by Trafera's in-house staff at our Minnesota technical facilities. Maintaining your devices truly couldn't be simpler.



# Trafera Silver Warranty 1-4 Year Warranty

- \$0.00 Deductible
- Hardware Fail Covered
- We Pay Return Shipping



# Trafera Gold Warranty 1-4 Year Warranty

### Includes Accidental Damage Protection (ADP)

- Available on Select Chromebooks
   & Laptops
- \$0.00 Deductible
- Hardware Fail Covered
- We Pay to Ship Both Ways
- Stylus/EMR Pen/Apple Pencil\*



# Trafera Platinum Warranty 1-4 Year Warranty

- Includes Accidental Damage Protection (ADP)
- Available on Select Chromebooks
   & Laptops
- \$0.00 Deductible
- Hardware Fail Covered
- Theft / Loss\*\*\*
- Spare Parts On-site
- We Pay to Ship Both Ways
- Extended Battery Coverage
- Stylus/EMR Pen/Apple Pencil\*



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# Trafera Warranty Summary

Compare Warranties	(Similar to OEM warranty)	TRAFERA GOLD (Trafera default warranty)	(Premium coverage)
DEDUCTIBLE	\$0	\$0	\$0
HARDWARE FAIL	~	$\checkmark$	~
ACCIDENTAL DAMAGE PROTECTION		$\checkmark$	$\checkmark$
PER DEVICE LIMIT OF ADP		1	Unlimited
SPARE PARTS ON-SITE			~
THEFT/LOSS***			~
SHIPPING	We pay return shipping	We pay shipping both ways	We pay shipping both ways
BATTERY	1 Year OEM	1 Year OEM	1 Year Laptop/3 Year New Chromebook (1 Replacement each)
AC ADAPTER	N/A	Mfg defect + 1 ADP incident**	Mfg defect + 1 ADP incident**
STYLUS/EMR PEN/APPLE PENCIL	Mfg defect	Mfg defect + 1 ADP incident*	Mfg defect + 1 ADP incident*

\* Trafera warranties exclude replacement of lost or stolen stylus/EMR pen/Apple pencil. Trafera will replace a manufacturer's defective unit or damage event for the lifetime of the warranty period with the pre-exchange of the damaged unit (damage incident clause applies to Gold and/or Platinum warranty only)

\*\* Trafera warranties exclude replacement of lost or stolen AC Adapters. Trafera will replace a manufacturer's defective unit or damage event for the lifetime of the warranty period with the pre-exchange of the damaged unit (damage incident clause applies to Gold and/or Platinum warranty only).

\*\*\* Coverage for theft/loss is limited to up to two percent (2%) of the total units purchased at one time or under warranty agreement (theft/loss clause applies to Platinum warranty only). Trafera excludes replacement of lost or stolen stylus/EMR pen/Apple pencil or AC Adapters. For units reported due to theft, a copy of a police report is required and must be submitted to Trafera with the claim. Further, in instances of theft/loss, the end customer is required to set the device to "disable" (lock the device) in the Google Admin Console.

This document is subject to the Trafera Limited Warranty Statement located at trafera.com/warranty-terms/.

## VIEW FULL WARRANTY STATEMENT >>>

trafera.com

@ sales@trafera.com

**(**651) 888-7922

# Contact Trafera for more information

# Trinity3 and FireFly are now Trafera!

# **TRAFERA** Support and Services

# $\star\star\star\star\star$

"This organization is high quality and founded on good values. They are our number 1 choice for purchasing technology as we find they present us with the best solutions, purchasing options, value and client service!"

> Ramiro Salto Serena Community UD #2, IL

# $\star\star\star\star\star$

In the 20+ years of being a technology coordinator for our school district, [Trafera] has been one of the best companies to work with. Their sales people are amazing. Their service and support are awesome.

> Noel Erskine Norris School District, NE

# Before they ship

# **CHROMEBOOK FLEET SETUP**

# Premium White Glove

- Enroll in Google Apps domain
- Pre-configure WiFi settings
- Update Chrome PS to the latest stable release
- Basic testing to replace defective and DOA units
- Apply district specific settings and customizations
- Assign subsets of devices to specific OUs, if desired

# Etching and Asset Tagging

- Customizable to your district

# CARTS, CASES, AND MORE

# Charging Carts and Cabinets

- Top manufacturers and models for education available
- Buy Chromebooks and Carts together for professional pre-wiring and in-cart shipping

# Cases and Shells

- Devices pre-installed in cases or shells (by request)

# **CUSTOM SHIPPING**

# Bulk Packaging and Shipping

- Eco-friendly packaging saves time, money, and the pain (literally) of opening hundreds of boxes
- Paired with White Glove, it's the fastest, easiest way to distribute new devices.



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# When they need repairs

# WARRANTY SUPPORT

# Trafera Warranties

- Single point of contact for all your warranty repair needs
- All logistics, shipping, and repairs are done by Trafera's in-house staff
- Warranty levels let you get as much or as little coverage as your school needs

# Extended Warranties and Accident Damage

- Authorized Services Provider (ASP) for most manufacturers
- Fast turn-around times

# Trafera Smart Ship

- Free shipping both ways for bulk-device repairs
- Convenient packaging provided, free of charge

# **ALTERNATIVE REPAIR OPTIONS**

# Trafera Smart Repair

- All the convenience of a warranty, but only pay for the repairs you need.
- Cause of breakage doesn't matter, there's no need for tracking down serial numbers, and you can use credits on any device, even if you didn't purchase it from us.
- Credits good for professional repairs and Chromebook parts

# DIY Repair Kit

- Professional tools for two or more technicians to complete just about every Chromebook repair
- Get started with our free Student Repair Program Starter Guide

# Chromebook Parts Store

- Online portal for finding and buying Chromebook parts

# We're with you the whole time.

- trafera.com
- @ sales@trafera.com
- **(**651) 888-7922

# **TRAFERA WARRANTIES**



# Trafera Silver Warranty

1-4 Year Warranty



# **Trafera Gold Warranty** 1-4 Year Warranty with

I-4 Year Warranty with Accidental Damage Protection (ADP)



Trafera Platinum Warranty Premium 1-4 Year Warranty with Accidental Damage Protection (ADP)

# Contact Trafera for more information

# TRAFERA DITCH THE WASTE

# **TRAFERA GREEN PACK**

## GO GREEN WHEN YOU BUY FROM TRAFERA.

Wave good-bye to the mountain of cardboard. Instead of shipping in individual boxes, bulk-shipped devices arrive in palletized Gaylord-style boxes with slotted foam or cardboard dividers that can hold approximately 240 units each. Non-palletized options are also available for smaller bulk packaging orders.

Trafera Green Pack not only saves your hands from the pain of repeatedly opening hundreds of cardboard boxes, it also saves you the time and expense of disposing of all those empty boxes. Best of all, instead of sending them into the waste stream, we compress and bundle our leftover boxes into re-usable cardboard bails that get picked up by a local cardboard recycler.

Buying charging carts? Trafera can pre-wire the carts and ship your devices inside for a fully handsfree deployment. You may never have to touch your Chromebooks again!

# Even more great solutions for your device deployment at www.trafera.com



Just another reason why Trafera is the top favorite of schools everywhere for 1-to-1 student technology.

# So, you just got new classroom tech. Let TRAILS help you **teach more effectively** with it.



# What is TRAILS?

TRAILS Digital Lesson Library is a powerful online resource for educators that helps connect the dots between new technology and real-world teaching experiences. Every TRAILS lesson within the library introduces a new app, tool, or concept that helps teachers build confidence in an increasingly tech-based classroom.

- 🗸 Comprehensive, multi-lesson units (TRAIL Guides)
- Grab-n-go lessons (TRAIL Mix)
- Fun and engaging interdisciplinary activities

# Developed by Teachers

and written by accredited educators passionate about teaching with tech.

# Virtual Learning Ready

and designed to work for instruction both in and out of the classroom.

# Carefully Aligned

to follow UDL guidelines and ISTE standards and peer reviewed for quality assurance.

**TEACH WITH TECH** 

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# Empower teachers to transform instruction through tech fluency.

Do you ever think, "I have all this technology that I know I should be using with my students, but I don't even know where to start!"? If so, you're not alone!

**TRAILS Digital Lesson Library** was created by passionate educators just like you as a source of inspiration for ed-tech best practices. Every TRAILS lesson is tightly aligned to standards and packed full of fun and easy-to-use technology tools that **give your students the learning experiences they deserve**.

DIGITAL CITIZEN-SHIP

ART

CODING

HEALTH

PHYSICAL EDUCATION

FOREIGN LANGUAGE

# Transform Learning Experiences.

A TRAILS learning experiences is noticeably different than a traditional lesson. It addresses learning standards in a fresh and exciting way using tools that will shape the way students learn, develop, and work throughout their education.



# Broaden Teacher Tech Fluency.

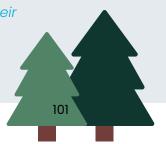
Each lesson introduces new apps, tools, and ideas for building engaging classroom experiences around technology. This builds the capacity to genuinely engage students and close achievement gaps.





"We've had teachers who were paralyzed when it came to teaching with tech. With TRAILS, they were able to break out of their shells and adopt new technology enthusiastically!"

Johnny A. Hill | Educator | MA



trails.trafera.com

# Free Demo! Give TRAILS a Try!

Share these lessons with fellow teachers to see if TRAILS is right for your school's classrooms.

# **TRY** TRAIL Mix

**Bite-sized lessons for Click or Brick Length:** Single Lesson (30-60 minutes)

These little lessons were designed to make technology use easy, approachable, and fun! Just like the real stuff, with TRAIL Mix, you can take just a small handful of tech lessons (or gobble up a whole lot!) to fuel your class' learning experiences.



## **VIEW LESSON**

# **TRY** TRAIL Guides Multi-lesson learning adventures Length: Full Unit (4-6 lessons)

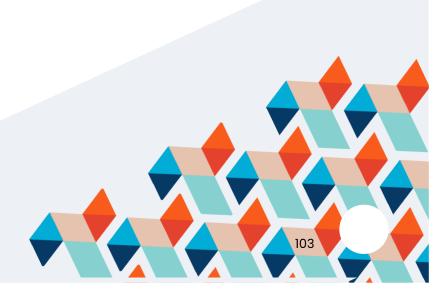
These rigorous lessons follow the research based 5E Model of instruction, and are organized into 5-lesson thematic units that cover multiple weeks of instruction. TRAIL Guides are tightly aligned to Next Generation Science and ISTE Standards. Also, TRAIL Guides follow Universal Design For Learning guidelines to ensure they accommodate every learner.



#### **VIEW LESSON**



# TAB 9: REQUIRED DOCUMENTS



# FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

#### **APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

• Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

• Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

 Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

• Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

• Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

• Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

• Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

• Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

#### **CERTIFICATION OF ACCESS TO RECORDS**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

#### **CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

# **CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE**

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

## **CONTRACTOR REQUIRMENTS**

#### Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

#### Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

#### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

# REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

#### ACCESS TO RECORDS AND REPORTS

#### Contractor agrees to:

- a) <u>Maintain</u> all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) <u>Permit</u> any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

#### **CIVIL RIGHTS / TITLE VI REQUIREMENTS**

- 1) <u>Non-discrimination</u>. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) <u>Equal Employment Opportunity</u>. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. <u>Race, Color, Creed, National Origin, Sex</u>. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. <u>Age</u>. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- c. <u>Disabilities</u>. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
- d. <u>Segregated Facilities</u>. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) <u>Sanctions of Non-Compliance</u>. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *"Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"*, therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- <u>Non-Discrimination Assurances</u>. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) <u>DBE Program</u>. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

#### ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

#### FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

#### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8<sup>th</sup>, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

#### NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

#### PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

# FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror	Trafera, LLC
Address	2550 University Ave W. Suite 315-S
City/State/Zip	<u>St. Paul, MN 55114</u>
Authorized Signature	June Martin
Date	11/16/2022

# ANTITRUST CERTIFICATION STATEMENTS TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name	_Trafera, LLC
Address	2550 University Ave W. Suite 315-S
City/State/Zip	St. Paul, MN 55114
Telephone Number	_651-888-7922
Fax Number	651-888-7916
Email Address	_contracts@trafera.com
Printed Name	Jim Mattson
Title	SVP of Sales
Authorized Signature	June Martan

# STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State and Territories.shtml

https://www.usa.gov/local-governments